

CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE DEBBIE BLUTH

FAMILY LIMITED PARTNERSHIP

An Idaho Limited Partnership

1988 FEB 22 1 20

The parties hereto do hereby certify that an Agreement was made effective the 22 day of February, 1988, at Idaho Falls, Idaho, by the following, herein called "General Partners":

Debbie Bluth

Donald Bluth

and by the following, hereinafter referred to as "Limited Partners":

Debbie Bluth

Donald Bluth

Trevor MacDonald Bluth

Krysta Kay Bluth

Ashlei Marge Bluth

W I T N E S S E T H :

Section 1.1. Formation. The Partners hereto formed a Limited Partnership pursuant to the provisions of Section 53-208 of the Limited Partnership Act, Idaho Code Annotated, as amended and sign and swear to this certificate as required by Idaho Code Annotated, as amended, Section 53-208 (a).

1. Name. The name of this Limited Partnership is THE DEBBIE BLUTH FAMILY LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to hold, develop and lease real estate and equipment, and hold and manage investments including liquid asset accounts, and conduct a general business as thereto related.

3. Principal Place of Business. The location of the

principal place of business of the Partnership is 2178 Craig, Idaho Falls, Idaho 83404.

4. Registered Agent and Office. The registered agent for this Limited Partnership is Debbie Bluth. The address of the registered agent and the registered office is 2178 Craig, Idaho Falls, Idaho 83404.

5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERS

PLACE OF BUSINESS

Debbie Bluth

2178 Craig
Idaho Falls, Idaho 83404

Donald Bluth

2178 Craig
Idaho Falls, Idaho 83404

LIMITED PARTNERS

PLACE OF BUSINESS

Debbie Bluth

2178 Craig
Idaho Falls, Idaho 83404

Donald Bluth

2178 Craig
Idaho Falls, Idaho 83404

Trevor MacDonald Bluth

2178 Craig
Idaho Falls, Idaho 83404

Krysta Kay Bluth

2178 Craig
Idaho Falls, Idaho 83404

Ashlei Marge Bluth

2178 Craig
Idaho Falls, Idaho 83404

6. Term. The Partnership shall begin on the 22 day of February, 1988, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be

entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$100.00.


<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
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Debbie Bluth	50%	\$50.00
Donald Bluth	28%	28.00

Debbie Bluth as
Legal Custodian
For the Following
Minor children:

Trevor MacDonald Bluth	18%	18.00
Krysta Kay Bluth	2%	2.00
Ashlei Marge Bluth	2%	2.00

GENERAL PARTNERS:


DEBBIE BLUTH


DONALD BLUTH

LIMITED PARTNERS:


DEBBIE BLUTH


DONALD BLUTH

Debbie Bluth

DEBBIE BLUTH
as legal custodian
for the following
minor children:

Trevor MacDonald Bluth
Krysta Kay Bluth
Ashlei Marge Bluth

SCHEDULE "A"

Attached to THE DEBBIE BLUTH LIMITED PARTNERSHIP dated the
22 day of February, 19 88 is the following:
\$100.00

Debbie Bluth \$50.00, Donald Bluth \$28.00, Trevor M. Bluth
\$18.00, Krysta Kay Bluth \$2.00 and \$2.00 from Ashlei Marge Bluth.


DEBBIE BLUTH

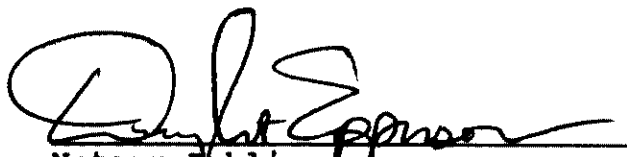

DONALD BLUTH

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 31 day of March, in the year of
19 88, before me Dwight Epperson, a notary
public, personally appeared Donald Bluth and Debbie Bluth, known
or identified to me (or proved to me on the oath of themselves
), to be the persons whose names are subscribed to
the within instrument, and acknowledged to me that they executed
the same.

My commission expires:

3-26-89


Notary Public
Residing at: Salt Lake City, UT.